



Battelle

New England Marine Research Laboratory

107 Washington Street

Durham, New Hampshire 03824

Telephone: (603) 281-5000

RECEIVED

DEC 07 1984

December 3, 1984

Proposal/Agreement No. 501-P-5094

Mr. Thomas Grumbles
Vista Chemical Company
P.O. Box 19029
Houston, TX 77234

Reply _____

Copy _____

File _____

M.F. _____

Dear Mr. Grumbles:

This letter constitutes a proposal from the Battelle New England Marine Research Laboratory to Buchanan Oils to conduct chemical analyses on diesel and mineral oils used as drilling mud additives. Battelle will perform the following determinations on the samples provided:

- o total aromatic hydrocarbons
- o individual aromatic hydrocarbons (benzene, naphthalene, biphenyl, fluorene, phenanthrene and dibenzothiophene alkyl homolog series)
- o alkylated phenols (phenol and alkyl homologs)
- o total sulfur

Battelle will provide the results of these analyses in tabular form as part of a final report, together with a description of the methods employed. The estimated costs for conducting these analyses is \$3,000.00 for one (1) sample. The return of one fully signed copy of the enclosed standard agreement will be our authorization to proceed with the work.

Approximately 100 ml of each sample should be shipped in a non-contaminating, unbreakable container (either a Teflon or glass jar with a Teflon coated top) via overnight delivery service to Dr. A. Requejo to the address shown above, together with the required agreement form.

Questions of a contractual nature should be directed to me at (617) 934-5682, while questions of a technical nature can be addressed to Dr. Requejo at the same number.

Sincerely,

Robert N. Myers
Robert N. Myers
Contracting Officer

Approved:
R.A. Klein
12/11/84

Enclosure

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AGREEMENT NUMBER 501-P-5094

COST TYPE
AGREEMENT BETWEEN

BATTELLE MEMORIAL INSTITUTE
Columbus Laboratories

AND

VISTA CHEMICAL COMPANY

BATTELLE MEMORIAL INSTITUTE, through its Columbus Laboratories, hereinafter called BATTELLE-COLUMBUS, is hereby requested by the VISTA CHEMICAL COMPANY, hereinafter called SPONSOR, to conduct the following research investigation: Analysis of Diesel and Mineral Oils, substantially in accordance with BATTELLE-COLUMBUS' proposal/agreement identified as 501-P-5094 which is made a part hereof by reference.

CONDITIONS

1. It is understood that work on this project will start within thirty (30) days of receipt of an executed copy of this agreement, and will be continued for a period of two (2) months and may be extended by mutual agreement in writing.
2. BATTELLE-COLUMBUS estimates that the cost to SPONSOR, including fee, for the performance of PROJECT shall be Three Thousand Dollars (\$3,000.00) and BATTELLE-COLUMBUS agrees to exert its best efforts to meet the objectives of the PROJECT within time and funds provided. Payments for costs and fee incurred shall be due upon receipt of monthly invoices. SPONSOR shall not be obligated to reimburse BATTELLE-COLUMBUS for any costs incurred in excess of the amount set forth above, and BATTELLE-COLUMBUS shall not be obligated to continue performance or to incur any costs in excess of the amount set forth above, unless and until SPONSOR and BATTELLE-COLUMBUS agree in writing that such amount has been increased.
3. In view of the nature of this project acceptance of this agreement does not preclude BATTELLE-COLUMBUS' undertaking work in this general field for others.
4. SPONSOR understands that BATTELLE-COLUMBUS is not engaged in research for advertising, sales promotion, or other publicity purposes, and SPONSOR agrees that BATTELLE-COLUMBUS reports or correspondence will not be used or reproduced in full or in part for such purposes. SPONSOR also agrees that none of its advertising, sales promotion, or

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other publicity matter containing information obtained from this investigation will mention or imply the name of BATTELLE-COLUMBUS. SPONSOR further agrees not to present information obtained from this investigation as evidence in disputes, litigation, or other legal action, except defensively in disputes, litigation, or other legal action not pending or contemplated at the time of execution of this agreement by SPONSOR. SPONSOR may also present information resulting from this investigation in duly constituted administrative or licensing proceedings, and in judicial appeals directly resulting from such proceedings. SPONSOR agrees to notify BATTELLE-COLUMBUS in advance of any such use of the information, and also represents that the primary purpose of entering into this agreement is not to obtain information to be used in any existing or potential adversary court proceedings.

5. BATTELLE-COLUMBUS agrees to provide a high standard of professional service and will exert its best efforts within the time and funds available for this program. However, the results of this program will be advisory and/or experimental in nature. Therefore, in no event shall BATTELLE-COLUMBUS or its employees and agents have any obligation or liability for damages, including, but not limited to consequential damages, arising out of or in connection with the SPONSOR'S use or inability to use, the information, apparatus, method or process resulting from this project.
6. SPONSOR agrees to indemnify and hold BATTELLE-COLUMBUS harmless from any and all liability, claims, demands, damages, and all costs and expenses in connection therewith, for or arising out of BATTELLE-COLUMBUS' performance under this contract, except for injury or damage directly resulting during the performance of the contract activities on BATTELLE-owned premises, where the fault of SPONSOR is not a contributing cause of such injury or damage. BATTELLE-COLUMBUS PROVIDES NO WARRANTY OR GUARANTY OF RESULTS, INCLUDING WARRANTIES OF FITNESS FOR PURPOSE OR OF MERCHANTABILITY FOR ANY ITEM OR RESEARCH RESULT WHICH MAY BE DELIVERED UNDER THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.
7. No party to this agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.
8. This agreement is governed by, and to be construed in accordance with, the laws of the State of Ohio.
9. Either party shall have the right to terminate this contract upon thirty (30) days notice in writing to the other. In the event of such early termination, BATTELLE-COLUMBUS agrees to provide SPONSOR all reports, materials, or other deliverable items as of the date of termination. SPONSOR agrees that all costs incurred or committed, as of the date of termination,

including costs associated with termination, are allowable, and further agrees to pay any such costs within thirty (30) days of receipt of a finalizing invoice.

10. This agreement will become effective upon receipt of a fully executed copy by BATTELLE-COLUMBUS, except that it will be void if not executed and received by BATTELLE-COLUMBUS within sixty (60) days of the date of signature by BATTELLE-COLUMBUS.
11. All the terms and conditions of this agreement are embodied herein and no other terms and conditions shall be considered a part hereof unless expressly agreed upon in writing.

ACCEPTED:

VISTA CHEMICAL COMPANY

BATTELLE MEMORIAL INSTITUTE
Columbus Laboratories

By Robert A. Klein

By Robert N. Myers
Robert N. Myers
Contracting Officer

Date 12-11-84

Date 12/14/84